

A. G. Contract No. KR922895TRN
ECS File: JPA 92-133
Project: F-063-2-512
Tracs: 095 MO 181 H 2898 01C
Section: State Route 95

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 31 MARCH 1993
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF LAKE HAVASU CITY, acting by and through its Mayor and
City Council, (the "City").

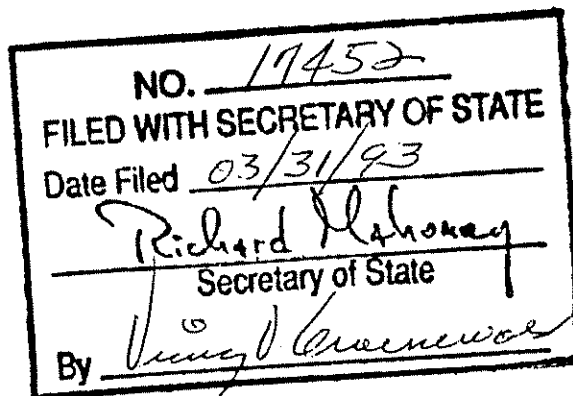
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the
City to landscape areas within the right of way on State Route
95 at the following location:

From centerline roadway station 1977+60 to
centerline roadway station 1998+00, a net
distance of approximately .39 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State twenty five percent (25%) of the landscape contract cost up to \$10,000.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 222E
Phoenix, AZ 85007

City of Lake Havasu City
City Manager
1795 Civic Center Blvd.
Lake Havasu City, AZ 86403

7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

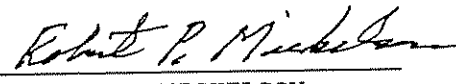
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF LAKE HAVASU CITY


STATE OF ARIZONA

Department of Transportation

By 
CHARLES LANGERFELD
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By 
ANN R. SAYNE
City Clerk

JPA 92-133

RESOLUTION

BE IT RESOLVED on this 7th day of December 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Lake Havasu for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements on SR-95 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


JAMES S. CREEDON
Acting Director

RESOLUTION NO. 93-880

RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN
LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF LANDSCAPING ALONG THE EAST SIDE
OF STATE ROUTE 95 FROM SMOKETREE AVENUE TO SWANSON AVENUE.

WHEREAS, Lake Havasu City and the Arizona Department of Transportation wish to establish an Intergovernmental Agreement for the construction of landscaping along the east side of State Route 95 from Smoketree Avenue to Swanson Avenue; and

WHEREAS, the purpose of the agreement is that Lake Havasu City will be responsible for 25% of the design and construction of the landscaping and Lake Havasu City will maintain the water system and landscaping along the east side of State Route 95 from Smoketree Avenue to Swanson Avenue; and

WHEREAS, the City has the existing powers pursuant to A.R.S. § 48-572, et. seq. and the Arizona Department of Transportation has existing powers pursuant to A.R.S. § 28-108, et. seq.;


THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the necessary instruments to implement the Intergovernmental Agreement between Lake Havasu City and the Arizona Department of Transportation for the construction of landscaping along the east side of State Route 95 from Smoketree Avenue to Swanson Avenue;

PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 24th day of February, 1993.


APPROVED:


Charles D. Langerfeld, Mayor


ATTEST:


Ann R. Sayne, City Clerk

APPROVED AS TO FORM:


Maureen R. George, City Attorney

REVIEWED BY:


Bill Madigan
Public Works Director

JPA 92-133

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF LAKE HAVASU CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 18th day of February, 1993.

Maureen B. George

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2895-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of March, 1993.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, reading "James R. Redpath". The signature is written in a cursive style with a large, looping initial "J".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section